EXCLUSIVE AGENCY TO SELL, EXCHANGE OR LEASE ~~UNIMPROVED~~ VACANT ~~PROPERTY~~ LAND LISTING AGREEMENT (EA)

This is intended to be a legally binding contract. No representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT TO SELL:
I/We,_____("Seller") hereby employs and grants_____(Company Name, herein after "Broker") the exclusive and irrevocable right, commencing on_____, and expires at 11:59 p.m. Pacific Time _____, to sell, lease or exchange the Real Property located in T_____R_____ S_____, the City of _____County of_____, Nevada, APN#: _____commonly known as:
_____ ("the Property").

2. TERMS OF SALE: The listing price shall be $_____, with a suggested amount of an Earnest Money Deposit (EMD) of_____. Terms available:

Cash_____CONV_____FHA_____Lease_____VA_____Lease Option _____
Owner Will Carry_____Other _____
(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "Landlord" as applicable.)

Seller ____ **does -OR-** _____ **does not** authorize Broker to disclose the existence of multiple offers to purchase the property to potential buyers. **SELLER(S) INITIALS:** _____/_____/_____/_____

3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all Improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are **included** in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale: _____
_____
_____
_____

b. The following items of Personal Property are **excluded** from the above price and not included in the sale:
_____
_____
_____
Seller intends that the above items be excluded or included in offering the Property for sale. Seller understands that the purchase agreement takes precedent over any intention identified above and will ultimately determine what items are included and excluded in the sale and that the Broker is not responsible for and does not guarantee that the above items will be in the purchase agreement.

c. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:
_____ Solar power system _____Alarm system _____Propane tank _____Water softener

Other:_____.

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or liened items.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
SELLER(S) INITIALS: _____/_____/_____/_____

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d. Utilities: Distance to utilities from the subject property, if known. (Select all that apply.)

	Distance if known	Additional Comments
___ Water		
___ Gas		
___ Sewer		
___ Power		
___ Other: _____		

4. TITLE INSURANCE: Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

5. COMPENSATION TO BROKER: COMPENSATION/COMMISSIONS ARE NOT SET BY LAW OR BY ANY REALTOR® ASSOCIATION. THEY ARE FULLY NEGOTIABLE. If during the Listing Term, Seller sells the parcel and the sale closes, or the sale fails to close due to Seller's breach of the terms of the Vacant Land Purchase Agreement, Seller shall pay the following:

The Seller agrees to pay a commission of _____% ☐ and / or ☐ $_____ of the final sale price to the Listing Broker upon the successful closing of the subject property. **This commission is exclusively for the Listing Broker's services and is not subject to sharing, splitting, or otherwise distributing to any Buyer's Broker or agent.** The Seller acknowledges that any commission arrangement with a Buyer's Broker, if applicable, must be covered by a separate agreement/Vacant Land Purchase Agreement and is not covered under this Listing Agreement.

Compensation shall be due:

a. if the Property is sold or leased by Broker, or through any other person excluding Seller, on the above terms or any price and terms acceptable to Seller during the above time period or any extension of said time period.

b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period.

c. if within _____ calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

d. In the event of an Exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all Parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses, escrow expenses and the expenses of collections, if any.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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e. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation. In the event any sum of money due under the Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of (_____) percent per annum from the due date until paid.

6. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease. Said deposit shall be held by: (SELECT ONE) ☐ Escrow **-OR-** ☐ Broker **-OR-** ☐ Other____

7. AGENCY RELATIONSHIP:

a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.

b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and obtain the written Consent To Act Form signed by all parties to the transaction.

c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a Consent To Act Form.

8. REQUIRED DISCLOSURES:

L **Open Range Disclosure:** (NRS 113.065) L **Other:**(list)

_____.

9. INDEMNIFICATION: Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of title.

10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

11. COMMON INTEREST COMMUNITY: The Property _____ **is – OR -**_____ **is not** located within a Common Interest Community (CIC). If yes, please complete the following:

Name of CIC(s):_____

Telephone:_____ Dues: _____payable **__monthly -OR- __quarterly** Seller _____ **is – OR-** _____ **is not** current on all dues and assessments.

Name of CIC(s):_____

Telephone:_____ Dues: _____payable **__monthly -OR-__quarterly** Seller _____ **is – OR-**_____ **is not** current on all dues and assessments.

Name of CIC(s):_____

Telephone:_____ Dues: _____payable **__monthly -OR- __quarterly** Seller _____ **is – OR-**_____**is not** current on all dues and assessments.

If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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12. SPECIAL ASSESSMENTS: The Property_____ **is – OR - _____ is not** subject to special government Assessments, such as SID and LID. (For more information, please go to: www.amgnv.com.)

If yes, please complete the following:

Balance remaining: _____

Payment Amount: _____

Payment Due: select one (1) Monthly_____Quarterly_____Semi Annually_____Annually _____

13. KEYBOX: Seller _____**does – OR –**____ **does not** authorize Broker to install a keybox (_____**electronic -OR-**_____**mechanical)** in connection with the showing of the Property. A mechanical keybox is a combination type box that cab be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

b. Seller should safeguard Personal Property and valuables located within the Property;

c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager.

e. Seller_____**does -OR-**____**does not** authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.

f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

14. RENT/LEASE: The Property _____**is -OR-**_____ **is not** currently ~~occupied~~ leased by a Tenant. The Property _____ **is -OR-**_____ **is not** subject to a management agreement with: (name of Property Manager and phone number):_____. Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) prior written notice to the Broker.

15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).

FIRPTA DECLARATION: Seller declares that he/she:

_____ **is not – OR –**

_____ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding.

SELLER(S) INITIALS: _____/_____/_____/_____

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

16. MEDIATION: The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.
SELLER(S) INITIALS: _____/_____/_____/_____ **BROKER(S) INITIALS:**_____/_____

17. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS) and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein; unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

18. MARKETING AND ADVERTISING: Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warranties and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.

Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller ___ **does -OR-** ___ **does not** authorize Broker to commence public marketing and advertising activities.
SELLER(S) INITIALS: _____/_____/_____/_____

19. SIGN: Seller ___ **does -OR-** ___ **does not** authorize Broker to install a FOR SALE/LEASE sign on the Property. **(Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)**

20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging) or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.

Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

a. _____/_____/_____/_____ I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
SELLER(S) INITIALS: _____/_____/_____/_____

b. _____/_____/_____/_____ I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.

—OR—

_____/_____/_____/_____ Seller does **NOT** opt out of any of the above.

21. OFFICE EXCLUSIVE: Seller does not authorize Broker to disseminate listing information about the Property via the GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with the GLVAR MLS Rules and Regulations. Further Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to the GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Seller ___ **does -OR-** ___ **does NOT** select an Office Exclusive listing. (**Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)**

SELLER(S) INITIALS: _____/_____/_____/_____

22. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

23. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

24. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all the parties hereto. **The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement**.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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25. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

26. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owed or due to Broker from the time due until paid in full.

27. DAMAGES CAP: Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

28. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

29. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell ☐ **has not –OR–** ☐ **has (date: _____)** been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.** Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.

b. Seller ☐ **has not –OR–** ☐ **has (date:_____)** been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Property is located, and Seller will lose all rights and interest in the Property.

c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

SELLER(S) INITIALS: _____/_____/_____/_____

30. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

31. RECOMMENDATIONS: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.

32. DEFAULT: If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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in default and Seller may exercise any remedy at law.

33. BINDING EFFECT: Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees.

34. JOINT AND SEVERAL: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

35. TIME OF ESSENCE: Time is of the essence of this Agreement and each of its terms.

36. Seller hereby agrees that once an offer has been accepted the MLS Status shall be:

_____ a. Under Contract Show: The property may be shown even after an offer has been accepted.

OR

_____ b. Under Contract No Show: The property will not be shown once an offer has been accepted.

OR

_____ c. Determined by seller upon acceptance of the offer.

37. 1031 EXCHANGE: The Seller □ **does -OR-** □ **does not** intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

37. ADDITIONAL TERMS:

THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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By signing below, Seller consents to receive transmissions sent from Broker to the e-mail addresses set forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where they may be reached within 24 hours) at all times during the term of this Agreement.

SELLER:

Date _____ Time _____ : _____ D AM D PM

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

BROKER:

Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ E-Mail _____

Designated Licensee Signature _____ License No. _____

Printed Name: _____ Licensee's Phone: _____

Broker's Signature _____ License No. _____

Printed Name: _____ Date _____ Time: _____ : _____ D AM D PM

AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____/_____/_____/_____

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WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING

The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

Seller(s) Initials

FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin.
Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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